

§ 208.217

the organization by any carrier or carriers during the calendar year.

(Approved by the Office of Management and Budget under control number 3024-0001)

[ER-803, 38 FR 14272, May 31, 1973, as amended by ER-1340, 48 FR 31013, July 6, 1983]

§ 208.217 Statement of Supporting Information.

Charterers shall execute and file with the foreign air carrier section B of part II of the Statement of Supporting Information (appendix B) at such time as required by the carrier to afford it due time for review thereof.

[ER-1222, 46 FR 28379, May 26, 1981]

Subpart D—Provisions Relating to Single Entity Charters

§ 208.300 Applicability of subpart.

This subpart sets forth the special rules applicable to single entity charters.

§ 208.301 Terms of service.

The provisions of subpart A of this part, except paragraph (f) of § 208.32, shall apply to charters under this subpart.

[ER-1210, 46 FR 10457, Feb. 3, 1981]

§ 208.302 [Reserved]

§ 208.303 Statement of Supporting Information.

Part I of the Statement of Supporting Information (appendix B) shall be applicable in the case of single entity charters.

[ER-1222, 46 FR 28379, May 26, 1981]

Subpart E—Provisions Relating to Mixed Charters

§ 208.400 Applicable rules.

The rules set forth in subpart C of this part shall apply in the case of mixed charters.

Subpart F—Direct Sales by Air Carriers

SOURCE: ER-1142, 44 FR 50825, Aug. 30, 1979, unless otherwise noted.

14 CFR Ch. II (1–1–98 Edition)

§ 208.500 Applicability of subpart.

This subpart applies to direct air carriers that provide charter trips, including trips with ground accommodations and services, directly to individuals.

§ 208.501 Terms of service.

(a) Charter trips under this subpart shall bear only such characteristics as are permitted for Public Charters under part 380 of this chapter, except:

(1) They may be arranged and sold by a direct air carrier;

(2) There is no minimum contract size; and

(3) Each participant contract shall be signed by or on behalf of the participant not less than 7 days before scheduled departure of the outbound flight.

(b) Each direct air carrier operating a charter trip under this subpart shall comply with all the requirements and limitations of part 380 of this chapter, *Public Charters*, applicable to direct carriers and to charter operators except that:

(1) Those provisions of part 380 relating to the existence of a contract between a charter operator and a direct carrier do not apply;

(2) Section 380.34 does not apply except as specified in paragraph (b)(4) of this section.

(3) If a depository agreement is used, it shall comply with § 380.34a (d) and (f); and

(4) If a security agreement is used, it shall comply with § 380.34 (c) and (d), and:

(i) If no depository agreement is used, protect charter participant deposits (including those for ground accommodations and services) and assure the direct air carrier's contractual and regulatory responsibilities to charter participants in an unlimited amount (except that the liability of the securer with respect to any charter participant may be limited to the charter price paid by or on behalf of such participant);

(ii) If used in combination with a depository agreement, protect charter participant deposits (including those for ground accommodations and services) and assure the direct air carrier's contractual and regulatory responsibilities to charter participants in the amount of at least \$10,000 times the

number of flights, except that the amount need not be more than \$200,000. The liability of the securer with respect to any charter participant may be limited to the charter price paid by or on behalf of such participant.

(c) For the purposes of this section, "charter trip" includes charter tours with or without ground accommodations and services.

§ 208.502 Board powers.

The Board retains, with respect to charters under this subpart, all powers that it has under part 380 of this chapter with respect to Public Charters.

APPENDIX A TO PART 208—SUPPLEMENTAL AIR CARRIERS' SURETY BOND UNDER PART 208 OF THE ECONOMIC REGULATIONS OF THE CIVIL AERONAUTICS BOARD (14 CFR PART 208)

Know all men by these present, that we _____ (Name of supplemental air carrier) of _____ (City) _____ (State) as PRINCIPAL (hereinafter called Principal), and _____ (Name of Surety) a corporation created and existing under the laws of the State of _____ (State) as SURETY (hereinafter called Surety) are held and firmly bound unto the United States of America in an unlimited amount as required by § 208.40(c) of part 208, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal, a supplemental air carrier holding a certificate of public convenience and necessity issued under section 401(d)(3) of the Federal Aviation Act, is subject to rules and regulations of the Board relating to security for the protection of charterers of civil aircraft and has elected to file with the Civil Aeronautics Board such a bond as will guarantee to the United States Government the performance of all air transportation services (other than cargo charter trips) originating in the United States and of all overseas military personnel charter trips, as defined in part 372 of the Board's regulations, to be performed, in whole or in part, by such carrier pursuant to contracts entered into by such carrier, after the execution date of this bond and

Whereas, this bond is written to assure compliance by the Principal with rules and regulations of the Board relating to security for the protection of charterers of civil aircraft for charter trips (other than cargo charter trips) originating in the United States and of overseas military personnel charters and shall inure to the benefit of any

and all such charters to whom the Principal may be held legally liable for any of the damages herein described.

Now, therefore, the condition of this obligation is such that if the Principal shall pay or cause to be paid to such charters any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts made by the Principal while this bond is in effect for the performance of air transportation services (other than cargo charter trips) originating in the United States and of overseas military personnel charter trips, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety with respect to any charterer shall not exceed the total cost to such charterer for air transportation services in accordance with his contract with the Principal.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder in any specified amount. The Surety agrees to furnish written notice to the Civil Aeronautics Board forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the _____ day of _____, 19____, 12:01 a.m., standard time at the address of the Principal as stated herein, and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Civil Aeronautics Board at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of such notice by the Board. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts for the performance of air transportation services made by the Principal after the termination of this bond becomes effective, as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts for the performance of air transportation services made by the Principal prior to the date such termination becomes effective. Liability of the Surety under this bond shall in all events be limited only to a charterer who shall within sixty (60) days after the cancellation of a charter trip with respect to which the charterer's advance payments are secured by this bond give written notice of the claim to the supplemental air carrier, or, if he is unavailable, to the Surety, and all liability on the bond for such charter trip shall automatically terminate sixty (60) days after the cancellation date thereof except for claims filed within the time provided herein.